Other:

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

101 Executive Center Drive, Suite 100Columbia, South Carolina 29210

Phone: (803) 896-5100

FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Select Class: (Check one)	Date:	1-19-2022
⋈ E (HHG) - Household Goods		
☐ E (HAZ) - Hazardous Material		
IMPORTANT! If application is to amend scope of a before application will be accepted. If application is for	uthority, a current annual r a NEW CERTIFICATE, do	eport must be on file with the Commission on to submit annual report.
Check one:		
New Application ■		
Amended Scope of Authority		
Current Scope: (list counties) Amended Scope: (list counties)		
All My S	ons of Myrtle Beach, LLC	
Name under which business is to be conducted (corpo		
1361 Stockholde	er Ave., Myrtle Beach, SC	
Stree	t Address of Applicant	
	ill Rd., Carrollton, TX 750	
Mailing Address of Ap	oplicant (if different from st	reet address)
469-461-5000		888-486-5298
Phone		FAX
compl	iance@allmysons.com	
	Email Address	

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3.	Select Entity Type: (Ch	ck one)	
	☐ Individual Owner/S	le Proprietorship	
	Partnership - List r	mes and address of all person having an interest in the business.	
	☐ Corporation - List r	mes and addresses of two principal officers.	
	N/A - Limited Liability	mpany	
	Chris Generale - Presider	- 2400 Old Mill Rd., Carrollton, TX 75007	
	Nick Bouras - CFO - 240	Old Mill Rd., Carrollton, TX 75007	
4	Is applicant certified t	provide intrastate transportation of household goods in another state: (Check on	
т.	Yes	No No	ie.)
	If yes, attach a letter f regulations of said sta	om the regulatory agency in the state(s) stating applicant is in compliance with the rules agency.	and
5.		victed of operating with no intrastate household goods authority or failure to abid ons pertaining to the intrastate transportation of household goods in this state or a	
	O Yes	No	
	If yes, list dates and n	ure of convictions below.	
			-
6.	Has applicant ever had any other state? (Check	certificate authorizing the transportation of household goods revoked in this statemen.)	te or
	O Yes	No	
	If yes, list dates and	ature of revocations below.	
	-		

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows:

Assets:		<u>Liabilities:</u>
Value of Real Estate	0 *	Mortgage/Loan on Real Estate 0
Value of Motor Vehicles	0 *	Loans Owed on Motor Vehicles 0
Cash on Hand	0	Business/Other Loans Owed 0
Cash in Bank	100,000.00	Other Liabilities or Debts
Value of Other Assets and Equipment	25,000.00	Total Liabilities 0
Total Assets	125,000.00	

^{*} All Long Term Leases

INSTRUCTIONS:

- 1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
- 2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
- "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
- 4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
- 5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
- "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
- 7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
- 8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
- "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate
 knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills
 such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and	Charges (List only ma	ximum charges per mi	le or trip, and/or hourly	<u>rate):</u>
Attaching tariff.				
14				
COMMO	DITIES TO BE TI	RANSPORTED AI	ND AREA(S) TO I	BE SERVED
	ransported: (Check or			
	oods, as defined in R10	-		
☐ Hazardous W	astes, as defined in R1	03-210(2)		
	•	. ,		
		ounties in which you a		
		se counties checked be inties in South Carolina		"Statewide"
	<u>.</u>			_
Abbeville	Cherokee	Florence	Lee	Saluda
Aiken	Chester	Georgetown	Lexington	Spartanburg
Allendale	Chesterfield	Greenville	Marion	Sumter
Anderson	Clarendon	Greenwood	Marlboro	Union
Bamberg	Colleton	Hampton	McCormick	Williamsburg
Barnwell	Darlington	Horry	Newberry	York
Beaufort	Dillon	Jasper	Oconee	
Berkeley	Dorchester	Kershaw	Orangeburg	Statewide
Calhoun	Edgefield	Lancaster	Pickens	

Laurens

Fairfield

Charleston

Richland

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
Freightliner	2015 M2 106	1FVACWDT6FHGD6146	17,980 LBS
			1
			- Agrico
			
·			<u> </u>
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
-			
· ·			

INSURANCE QUOTE

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 5	00,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 7	50,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$	2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$	5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state. sc.us/self-insurance.

6 of 10



CERTIFICATE OF LIABILITY INSURANCE

A	CORD C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYY) /1/2022
B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INSEPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED I	TE HO	LDER. THIS POLICIES
If	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subjection is certificate does not confer rights	t to t	he te	rms and conditions of th	ne poli	cy, certain p	olicies may			e endorsed. atement on
	DUCER				CONTA	CYNDY Sch	nindler			
	hur J. Gallagher Risk Management	Sen	/ices	, Inc.				FAX (A/C, No):	,	
	444 Powerscourt Drive, Suite 500 int Louis MO 63131				I E MAN	ss: cyndy_st		1 (920, 110).	•	
٥	int Lodis Mio 65 15 1				ADDRE	_		IDING COVERAGE		NAIC#
					INCHIDE	RA: Hanover	-			22292
INSL	RED			RVNDHOL-01		RB: Arch Ins		· <i>′</i>		11150
All	My Sons of Myrtle Beach LLC									11130
	S1 Stockholder Avenue					Rc: Gemini I				10833
	aboard Industrial Park rtle Beach SC 29577						s Excess and	Surplus Lines Co		29696
''' [']	100 000011 00 23011				INSURE					
<u>_</u>	VED 1.050		0.0	7 ALL 18 APP	INSUR	RF:				
				E NUMBER: 815512203				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME 'AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	T\$	
В	X COMMERCIAL GENERAL LIABILITY	Y	Y	41GPP1051500		4/30/2021	4/30/2022	EACH OCCURRENCE	\$ 1,000	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	000
								MED EXP (Any one person)	\$ 10,00	10
								PERSONAL & ADV INJURY	\$ 1,000	0.000
	GEN'L AGGREGATE LIMIT APPLIES PER:						1	GENERAL AGGREGATE	\$ 2,000	0.000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		<u> </u>
Б	AUTOMOBILE LIABILITY	Y	Y	41CAB1051600		4/30/2021	4/30/2022	COMBINED SINGLE LIMIT	\$ 1,000	0.000
١	X ANY AUTO	1	`	410/10/1000		4/30/2021	4/30/2022	(Ea accident) BODILY INJURY (Per person)	\$,,000
	OWNED SCHEDULED							BODILY INJURY (Per accident)	1	-
	X HIRED X AUTOS NON-OWNED					•		PROPERTY DAMAGE	-	
	AUTOS ONLY AUTOS ONLY					[(Per accident)	\$	
Ļ		-							5	0,000
C	X UMBRELLA LIAB X OCCUR	Y	Y	GVE100254201 ZUP-71N39174-21-NF		4/30/2021 4/30/2021	4/30/2022 4/30/2022	EACH OCCURRENCE	\$ 5,000	0,000
	EXCESS LIAB CLAIMS-MADE		1					AGGREGATE	\$	
	DED RETENTION\$	₩							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	41WCI1051400		4/30/2021	4/30/2022	X PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 1,000	0,000
	OFFICER/MEMBER EXCLUDED? [Mandatory In NH]	' ''' ^		-				E.L. DISEASE - EA EMPLOYER	\$ 1,000	000,0
L	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	0,000
A	Cargo Legal Liability			IHK D129149		4/30/2021	4/30/2022	Any One Vehicle Each Occurrence	\$250 \$500	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORE) 101, Additional Remarks Schedu	ife, may b	e attached if mor	re space la requir	ed)		
<u>_</u>										
CE	RTIFICATE HOLDER				CAN	CELLATION				 ,
					THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL BY PROVISIONS.		
	For Information Purposes					PRIZED REPRESE	NTATIVE			

Exhibit Fit, Willing, and Able (FWA)

_					A	II My Sons	s of Myr Name	tle Beach, I	LLC
							Ivalite		
1.	Doe	es Appli	icant have a S	Safety	Rating	from the U	J.S.D.O.	Т.?	
	0	Yes) No		_	Pending	(Submit when received.)
		If Ye	s, indicate ra	ting be	elow ar	nd provide	сору.		
		0.8	Satisfactory		0	Condition	nal	O Un	satisfactory
2.			f Applicant's elve (12) mor		s or ve	hicles beer	n placed	out of serv	vice" by Transport Police safety officers in
	0	Yes		•	No				
3.		there co	urrently any o		ıding jı No	udgment(s)	against	the Applica	ant?
	If "	Yes", lis	st judgements	here:					
4.	laws	s that go	t familiar wit overn for-hire ace with these	moto	r carrie	r operation	is in Sou	cluding safe th Carolina	ety regulations and workers' compensation, and does Applicant agree to operate
	•	Yes		0	No				
5.									the insurance premium costs associated ng current insurance premiums.)
	•	Yes		0	No				

● USDOT Number ○ MC/MX Number	O Name
Enter Value: 3782266	
Search	

Company Snapshot

ALL MY SONS OF MYRTLE BEACH LLC

USDOT Number: 3782266

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

Other Information for this Carrier

- ▼ SMS Results
- Licensing & Insurance

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help.

The information below reflects the content of the FMCSA management information systems as of 05/05/2022, Carrier VMT Outdated.

To find out if this entity has a pending insurance cancellation, please click here.

Entity Type:	CARRIER			
Operating Status:			Out of Service Date:	None
Legal Name:		BEACH LLC		
DBA Name:				
Physical Address:	1361 STOCKHOLDER AVE MYRTLE BEACH, SC 2957	7		
Phone:	(469) 461-5000			
Mailing Address:	2400 OLD MILL RD CARROLLTON, TX 75007-	5900		
USDOT Number:	3782266		State Carrier ID Number:	
MC/MX/FF Number(s):	MC-1354412		DUNS Number:	
Power Units:	2		Drivers:	2
MCS-150 Form Date:	12/14/2021		MCS-150 Mileage (Year):	
Operation Classification:				
Carrier Operation:	Private(Property) Priv. Pass. (Business)	Migrant U.S. Mail Fed. Gov	Indian Nat	IOII
Carner Operation:				
	x Interstate	Intrastate (HM)	Only Intrastate ((Non-HM)	Only
Cargo Carried:				
x (General Freight	Liquids/Gas	es Chemic	als
×	Household Goods	Intermodal (Cont. Commo	dities Dry Bulk
	Metal: sheets, coils,	Passengers	0	rated Food
	olls Viotor Vehicles	Oilfield Equipment	Bevera	
	Orive/Tow away	Livestock	Paper F Utilities	Products
ı l	Logs, Poles, Beams, Lumber	Grain, Feed	, Hay Agricult	ural/Farm
	Building Materials	Meat	Supplie	
t				
	Mobile Homes			
!	Machinery, Large Dbjects Fresh Produce	Garbage/Re US Mail	vvator v	voil

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 05/05/2022

Total Inspections: 0
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

		Inspections:		
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % as of DATE 03/25/2022*	21.26%	5.9%	4.44%	N/A

^{*}OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 05/05/2022

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

		Crashes:		
Туре	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 05/05/2022

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to Inspections Help for further information.

	Inspections:	
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 05/05/2022

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

		Crashes:		
Туре	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 05/05/2022

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Туре:	None

5/6/22, 12:41 PM

SAFER Web - Company Snapshot ALL MY SONS OF MYRTLE BEACH LLC

SAFER Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plug-ins

Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA 101 EXECUTIVE CENTER DRIVE, SUITE 100 COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the email address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc. gov to create a My DMS account.

The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Applicant's Signature

President

Title of Applicant (e.g. President, Owner, etc.)

Texas state of south carolina

COUNTY OF Denton

SWORN TO BEFORE ME

This day of

Aa U

2022

Notary Public

Commission Expires December 28 2025

ANGELICA KATHLEEN MIJARES
Notary ID #131393632
My Commission Expires
December 28, 2025

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

All My Sons of Myrtle Beach, LLC Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

- 1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
- 2. Can produce a copy of the FMCSR and the HM regulations;
- 3. Has in place a driver safety/orientation program;
- 4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
- 5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
- 6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

Yes

Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

Yes

O Not Applicable

I, Chris Generale , verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME

This

day of

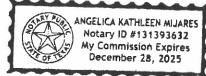
4 , 20 22

Notary Public

Commission Expires December

December 28, 2025

Applicant's Signature



Print Application

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:59 PM 11/30/2021
FILED 02:59 PM 11/30/2021
SR 20213928750 - File Number 6434792

CERTIFICATE OF FORMATION OF ALL MY SONS OF MYRTLE BEACH, LLC

THIS CERTIFICATE OF FORMATION of All My Sons of Myrtle Beach, LLC (the "LLC"), dated November 30, 2021, is being duly executed and filed by Mary Elizabeth M. Browder, Esquire, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 <u>Del. C.</u> \$18-101, et seq.) (the "Act").

FIRST The name of the limited liability company formed hereby is All My Sons of Myrtle Beach, LLC.

SECOND The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive, County of New Castle, in the City of Wilmington, DE 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Mary Elizabeth M. Browder

Mary Elizabeth M. Browder, Esquire Authorized Person Delaware The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALL MY SONS OF MYRTLE BEACH, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF DECEMBER, A.D. 2021.

You may verify this certificate online at corp.delaware.gov/authver.shtml

6434792 8300 SR# 20214051118

Authentication: 204939434

Date: 12-10-21

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

All My Sons of Myrtle Beach, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on December 10th, 2021, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 27th day of January, 2022.

Mark Hammond, Secretary of State

AMS TARIFF NO. 1

All My Sons of Myrtle Beach, LLC

JOINT AND LOCAL RATES APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY: All My Sons of Myrtle Beach, LLC

All My Sons of Myrtle Beach, LLC AMS TARIFF NO. 1

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All My Sons of Myrtle Beach, LLC

I. <u>Packing/Moving/Labor Rates</u>:(Hourly rate will begin at arrival at origin until loading complete, then resume at arrival at destination until crew completed.)

A. October 1 through March 15 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

- 1. \$50 charge per additional man.
- 2. \$50 charge per additional van.
- 3. 2-hour labor minimum on all weekday moves.
- 4. 3-hour labor minimum on off peak and peak weekends and holidays.
- 5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
- 6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by dividing the actual mileage traveled (miles from warehouse to origin to destination and back to warehouse) by 50 and multiplying by applicable hourly rate. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
- 7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
- 8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
- 9 For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
- 10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
- 11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$25.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50	Paper Pads	\$4.50
Carpet Shield (per roll)	\$100.00	•	

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations

A. Claims

- 1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
- 2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
- 3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

- 1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
- 2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

E. Bill of Lading, Contract Terms and Conditions

- 1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
- 2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE

LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- Option 1- I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- Option 2- I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- Option 3- I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee:	Date:



Customer Checklist

*** Customer Please Read Carefully, This for your Protection!***

Cu	stomer Signature: Date:
	hereon to be not exceeding 60 cents per pound per article. Initial:
	declared value of the property is hereby specifically stated by the customer and confirmed by their initials
9.	<u>Valuation:</u> The customer is required to declare in writing the releases value of the property. The agreed or
	billing. We accept Cash and Major Credit and Debit Cards: Initial:
8.	Payment: All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post
	all responsibility for any piece, and any damage which may occur. Initial:
	area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts
7.	Walls, Banisters, floors, ceiling, etc: While attempting to move any furniture or other items into or out of any
	Initial:
	primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.
6.	Firearms/Chemicals: We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder
	this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. Initial:
	crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide
5.	Electronics: All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes of
_	Procedures. Initial:
	<u>items.</u> Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and
4.	Appliances: All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical
	Initial:
	<u>family heirlooms on the moving truck.</u> Please carry these items with you to protect their value.
3.	<u>Valuables:</u> <u>Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable</u>
	<u>claim</u> as we did not pack theses items & are unaware of their existing condition. Initial:
2.	Packed By Owner or "PBO": Damages incurred to "PBO" items can not be compensated in the event of a
	with your driver to make sure everything is out prior to truck leaving job. Initial:
	It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room
1.	Items Left: All My Sons Moving & Storage cannot be held responsible for items left at residence after loading

THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

SHIPPER					CONSIGNEE						
COMPANY						ADDRESS					
STREET ADDRESS					CITY & STATE						
CITY & STATE					NOTIFY IN CASE OF DELAY CHARGES						
TELEPHONE					NAME _						
						ADDRESS					
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AGREED LOAD DATES: AGREED UNLOAD DATES:					BILL TO CITY & STATE NO						
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	Time Move Finished										
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BY INITIALING THE APPROPRIATE LINE.					N						
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CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.

notwithstanding the language contained in this Notice, in no exceed \$.60 per pound per article or \$50.00 per article, which	• •
[] Option 1 I/we choose to disassemble and reasse engineered wood furniture prior to move. I/we assume all responsanticleboard, and/or engineered wood furniture, which may occurrent.	
[] Option 2 I/we have engaged the services of anotal pressboard, particleboard, and /or engineered wood furniture responsibility for damage, which may occur to the pressboard, particle during the disassembly of the unit(s).	•
[] Option 3 I/we am/are tendering furniture construent engineered wood fully assembled as part of our move. I/we und pressboard, particleboard, and /or engineered wood furniture may based on the fact that fully assembled all pressboard, particleboard inherently susceptible to damage as outlined above.	ay be denied due to the inherent vice,
SHIPPER, OWNER, OR CONSIGNEE MUST SELECT O	PTION 1, 2, or 3.
NAME OF SHIPPER, OWNER OR CONSIGNEE	DATE
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE	